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JAMES R. MICHAL
ALAN R. SWENDIMAN +
CLIFFORD A. WILPON +
DAWN V. WHITE +
DAVID H. COX

* ALSO ADMITTED IN MARYLAND
* ALSO ADMITTED IN VIRGINIA

LAW OFFICES

JACKSON, CAMPBELL & PARKINSON 11536

RECORDATION NO. 11536 Filed 1425

1828 L STREET, N. W. RECORDATION NO. 11536 Filed 1425

WASHINGTON, D. C. 20036

MAR 17 1980 - 9 25 AM

MAR 17 1980 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

(202) 457-1600

INTERSTATE COMMERCE COMMISSION

March 17, 1980

RECORDATION NO. 11536 Filed 1425

MAR 17 1980 - 9 25 AM

MARYLAND OFFICE
414 HUNGERFORD DRIVE
ROCKVILLE, MARYLAND 20850
(301) 340-0450

VIRGINIA OFFICE
2000 N. 16TH STREET
ARLINGTON, VIRGINIA 22201
(703) 522-1330

ROGER H. MUZZALL
COUNSEL

DIRECT DIAL NUMBER

457-1634

INTERSTATE COMMERCE COMMISSION
Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Room 2215
Washington, D.C. 20423

No. 0-077A022

Date MAR 17 1980

Fee \$ 100.00

ICC Washington, D.C.

RECORDATION NO. 11536 Filed 1425

MAR 17 1980 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

As co-counsel for McDonnell Douglas Finance Corporation,
I have been requested to ask that you file the following enclosed
documents:

1. A "Bill of Sale", dated as of March 17, 1980, by and between FMC Corporation, as vendor, and McDonnell Douglas Finance Corporation, as vendee, for the purchase of railroad cars bearing road numbers WEIX 1001 through 1010, inclusive. All ten of the railroad cars encompassed by the Bill of Sale are new, 4700 cubic foot 100-ton covered hopper cars.
2. An "Equipment Lease Agreement", dated as of February 15, 1980, by and between McDonnell Douglas Finance Corporation, a Delaware corporation, as lessor, and Wilbur-Ellis Company, a California corporation, as lessee, for the leasing of railroad cars bearing road numbers WEIX 1001-1010, inclusive. The cars have been plainly marked in stencil on both sides with the words "Title To This Car Subject To Documents Recorded With The

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FEE OPERATION BR.

March 17, 1980
Page Two

Interstate Commerce Commission." All ten of the railroad cars encompassed by the lease are new, 4700 cubic foot 100-ton steel covered hopper cars.

3. An "Individual Equipment Record", dated as of February 15, 1980, by and between McDonnell Douglas Finance Corporation ("Lessor") and Wilbur-Ellis Company ("Lessee"), which describes in greater detail the railroad equipment referred to in Paragraphs numbered 1 and 2 and leased through the Equipment Lease Agreement.
4. A "Lease Addendum No. 1", which is dated as of February 15, 1980, by and between McDonnell Douglas Finance Corporation, as lessor, and Wilbur-Ellis Company, as lessee, which sets forth additional terms of the Lease with respect to the items of equipment more fully described in the Individual Equipment Record.

I am delivering a total of four (4) manually executed copies of the Bill of Sale, Equipment Lease Agreement, Individual Equipment Record, and Lease Addendum No. 1. I would appreciate it if you would have three (3) copies of each stamped as recorded and returned to me.

Thank you for your assistance, I look forward to hearing from you at your earliest convenience.

Very truly yours,

JACKSON, CAMPBELL AND PARKINSON



David H. Cox

DHC/dm
Enclosures

cc: Brian Siegel, Esquire
Robert L. Day, Esquire

Interstate Commerce Commission
Washington, D.C. 20423

3/17/80

OFFICE OF THE SECRETARY

David H Cox
Jackson, Campbell & Parkinson
1828 L Street, N.W.
Washington, D.C. 20036

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/17/80 at 9:25am, and assigned recordation number(s). 11586, 11586-A, 11586-B, 11586-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

INDIVIDUAL EQUIPMENT RECORD

IER NO. 304-001

Dated as of February 15, 1980 to that Equipment Lease Agreement dated as of February 15, 1980

LESSOR: **McDonnell Douglas Finance Corporation**
 3855 Lakewood Boulevard
 Long Beach, California 90846
 Attention: 18A-34

LESSEE: **Wilbur - Ellis Company**
 320 California Street
 San Francisco, CA 94104

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INTERSTATE COMMERCE COMMISSION

LOCATION OF EQUIPMENT: **Continental United States**

ACCEPTANCE DATE: **March 17, 1980**

New <u>XX</u>	Purchase Order	Term: <u>15</u> year(s) <u>0</u> month(s)	Security Deposit:
Used _____	No. _____	Commencing <u>March 17, 1980</u>	\$ <u>None</u>

Tax Capitalized or Exempt <input type="checkbox"/> NONE Tax Based on Rentals <input type="checkbox"/> NONE Remit with each Payment	INSURANCE REQUIREMENTS: ALL RISK: Stipulated loss value. LIABILITY: Bodily Injury Liability \$1,000,000 per person/\$10,000,000 per accident; Property Damage Liability \$1,000,000
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RENTAL: \$ 450.00 per car payable upon execution of this IER, to be applied to the first rental installment. Payment of the second through 180th rental installments shall commence on April 17, 1980 and shall continue monthly thereafter on the same day of each month, with each such rental installment to be in the amount of \$ 450.00 per car.

EQUIPMENT DESCRIPTION AND SERIAL NO.(s) (SEE ATTACHED INVOICES):

Equipment Description	Serial No.	Equipment Cost
Ten new 4700 Cu. Ft. 100 ton covered hopper railroad cars designated WEIX 1001-1010 Manufactured by FMC, Portland, Oregon. AAR Mechanical designation LO.		\$470,000.00

3/80	1	0	1013500 %	3/85	61	60	981868 %	3/90	121	120	692154 %
4/80	2	1	1017245	4/85	62	61	918879	4/90	122	121	687822
5/80	3	2	1020410	5/85	63	62	917547	5/90	123	122	683504
6/80	4	3	1023655	6/85	64	63	916186	6/90	124	123	679102
7/80	5	4	1026313	7/85	65	64	914714	7/90	125	124	674748
8/80	6	5	1029045	8/85	66	65	913212	8/90	126	125	670309
9/80	7	6	1031850	9/85	67	66	911681	9/90	127	126	665783
10/80	8	7	1034062	10/85	68	67	910072	10/90	128	127	661269
11/80	9	8	1036341	11/85	69	68	908432	11/90	129	128	656667
12/80	10	9	1038637	12/85	70	69	906760	12/90	130	129	651976
1/81	11	10	1040433	1/86	71	70	905010	1/91	131	130	647296
2/81	12	11	1042215	2/86	72	71	903222	2/91	132	131	642522
3/81	13	12	1044032	3/86	73	72	901397	3/91	133	132	637654
4/81	14	13	1036712	4/86	74	73	899510	4/91	134	133	632741
5/81	15	14	1037814	5/86	75	74	897568	5/91	135	134	627860
6/81	16	15	1038940	6/86	76	75	895586	6/91	136	135	622884
7/81	17	16	1039673	7/86	77	76	893525	7/91	137	136	617989
8/81	18	17	1040426	8/86	78	77	891423	8/91	138	137	612998
9/81	19	18	1041198	9/86	79	78	889278	9/91	139	138	607910
10/81	20	19	1041842	10/86	80	79	887074	10/91	140	139	602853
11/81	21	20	1042503	11/86	81	80	884827	11/91	141	140	597698
12/81	22	21	1043183	12/86	82	81	882536	12/91	142	141	592444
1/82	23	22	1043732	1/87	83	82	880183	1/92	143	142	587218
2/82	24	23	1044292	2/87	84	83	877782	2/92	144	143	581895
3/82	25	24	1044864	3/87	85	84	875331	3/92	145	144	576473
4/82	26	25	1045374	4/87	86	85	811093	4/92	146	145	571014
5/82	27	26	1045782	5/87	87	86	808545	5/92	147	146	565604
6/82	28	27	1046199	6/87	88	87	805946	6/92	148	147	560088
7/82	29	28	1046440	7/87	89	88	803300	7/92	149	148	554683
8/82	30	29	1046687	8/87	90	89	800600	8/92	150	149	549172
9/82	31	30	1046942	9/87	91	90	797847	9/92	151	150	543552
10/82	32	31	1047091	10/87	92	91	795052	10/92	152	151	537980
11/82	33	32	1047245	11/87	93	92	792203	11/92	153	152	532299
12/82	34	33	1047404	12/87	94	93	789297	12/92	154	153	526508
1/83	35	34	1047456	1/88	95	94	786348	1/93	155	154	520762
2/83	36	35	1047509	2/88	96	95	783338	2/93	156	155	514906
3/83	37	36	1047563	3/88	97	96	780267	3/93	157	156	508938
4/83	38	37	997283	4/88	98	97	777140	4/93	158	157	502935
5/83	39	38	997172	5/88	99	98	773993	5/93	159	158	496992
6/83	40	39	997060	6/88	100	99	770783	6/93	160	159	490937
7/83	41	40	996769	7/88	101	100	767557	7/93	161	160	485019
8/83	42	41	996474	8/88	102	101	764267	8/93	162	161	478989
9/83	43	42	996173	9/88	103	102	760912	9/93	163	162	472845
10/83	44	43	995761	10/88	104	103	757534	10/93	164	163	466760
11/83	45	44	995342	11/88	105	104	754088	11/93	165	164	460560
12/83	46	45	994916	12/88	106	105	750576	12/93	166	165	454245
1/84	47	46	994375	1/89	107	106	747033	1/94	167	166	447987
2/84	48	47	993823	2/89	108	107	743428	2/94	168	167	441612
3/84	49	48	993258	3/89	109	108	739745	3/94	169	168	435120
4/84	50	49	992626	4/89	110	109	736010	4/94	170	169	428596
5/84	51	50	991905	5/89	111	110	732271	5/94	171	170	422134
6/84	52	51	991168	6/89	112	111	728459	6/94	172	171	415554
7/84	53	52	990286	7/89	113	112	724663	7/94	173	172	409122
8/84	54	53	989387	8/89	114	113	720792	8/94	174	173	402571
9/84	55	54	988471	9/89	115	114	716845	9/94	175	174	395901
10/84	56	55	987460	10/89	116	115	712892	10/94	176	175	389292
11/84	57	56	986430	11/89	117	116	708861	11/94	177	176	382562
12/84	58	57	985381	12/89	118	117	704753	12/94	178	177	375711
1/85	59	58	984235	1/90	119	118	700636	1/95	179	178	368918
2/85	60	59	983064	2/90	120	119	696437	2/95	180	179	362004

Right of Termination: Subject to compliance with all the conditions of this paragraph, and so long as no Event of Default (or event which, with notice or passage of time, or both, would constitute an Event of Default) shall have occurred and be continuing, Lessee shall have the right, at any time after the eighth anniversary of the commencement of the term of this Lease, to terminate the Lease as to all, but not less than all, the equipment on this IER on not less than 180 days' prior written notice to Lessor specifying a proposed date of termination (which date shall be a date on which an installment of rent is due and payable), provided, however, that Lessee shall have made a good faith determination that the equipment has become obsolete or surplus to its requirements. Lessor may, at its sole option, retain the equipment or permit its sale as hereinafter described.

During the period from the giving of notice of termination until the date of termination specified therein, Lessee shall use its best efforts to obtain bids for Lessor for the cash purchase of the equipment. Lessor may, but shall not be obligated to do so, also obtain bids for the cash purchase of the equipment. In the event either party receives any bid, such party shall immediately, but in no event less than fifteen business days prior to the proposed date of sale, (which shall be the date of termination) certify to the other party in writing the amount of such bid, and the name and address of the person or entity (who shall not be Lessee or any person, firm or corporation affiliated with Lessee) submitting such bid. If Lessor elects not to retain the equipment, Lessee shall deliver the equipment in accordance with Section 16 of the Lease to the bidder, if any, which shall have submitted such highest bid no later than the date of termination, and Lessor shall, on an "as is" basis and without recourse or warranty simultaneously therewith sell such equipment for cash to such bidder, provided Lessee pays to Lessor the amount, if any, required by the following paragraph.

The total selling price realized at such sale shall be retained by Lessor and, in addition, on the date of such sale Lessee shall pay to Lessor, in immediately available funds, the excess of (A) the sum of accrued and unpaid rent to and including the date of termination, any other obligations owed by Lessee to Lessor, and the Stipulated Loss Value for the equipment computed as of such date, over (B) the sale price of the equipment received by Lessor after deducting the costs, expenses and sales taxes, if any, incurred in connection with such sale.

STATE OF CALIFORNIA

COUNTY OF San Francisco

ss.

On this 4th day of March in the year one thousand nine hundred and 80, before me, Judith A. Peoples, a Notary Public, State of California, duly commissioned and sworn, personally appeared C. P. Thacher known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same Document

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and

STATE OF CALIFORNIA,

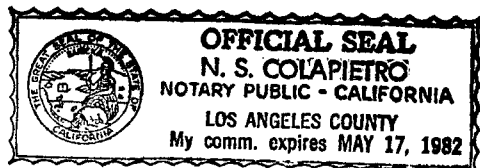
COUNTY OF Los Angeles

ss.

ON 6 March, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared D. V. Black

Vice President, known to me to be the of the McDonnell Douglas Finance Corporation the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.



Notary Public in and for said State.

